

# Exhibit A6

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND )  
COMPOUNDING PHARMACY, INC. )  
PRODUCTS LIABILITY LITIGATION )  
 ) MDL No. 1:13-md-2419-FDS  
 )  
This Document Relates to: )  
 )  
All actions pending against Saint Thomas )  
Outpatient Neurosurgical Center, LLC, )  
and its affiliates including: )  
 )  
1:13-cv-12234-FDS May et al v. )  
Ameridose, LLC et al )  
1:13-cv-12238-FDS Carman et al v. )  
Ameridose, LLC et al )  
1:13-cv-12305-FDS Wiley et al v. )  
Ameridose, LLC et al )  
1:13-cv-12311-FDS Schulz et al v. )  
Ameridose, LLC et al )  
1:13-cv-12315-FDS Hester et al v. )  
Ameridose, LLC et al )  
1:13-cv-12426-FDS Davis et al v. )  
Ameridose, LLC et al )  
1:13-cv-12429-FDS Bequette et al v. )  
Ameridose, LLC et al )  
1:13-cv-12430-FDS Norwood et al v. )  
Ameridose, LLC et al )  
3:13-cv-00918 Ziegler et al v. Ameridose, )  
LLC et al )  
3:13-cv-00919 Martin v. Ameridose, LLC )  
et al )  
3:13-cv-00923 Reed v. Ameridose, LLC et )  
al )  
3:13-cv-00929 Brinton v. Ameridose, LLC )  
et al )  
3:13-cv-00930 Lovelace v. Ameridose, )  
LLC et al )  
3:13-cv-00931 Ragland v. Ameridose, LLC )  
et al )  
3:13-cv-00932 Slatton et al v. Ameridose, )  
LLC et al )  
3:13-cv-00933 Rybinski v. Ameridose, )  
LLC et al )  
3:13-cv-00934 Lemberg et al v. )  
Ameridose, LLC et al )

3:13-cv-00935 Ruhl et al v. Ameridose, )  
LLC et al )  
3:13-cv-00938 McElwee v. Ameridose, )  
LLC et al )  
3:13-cv-00940 Robnett et al v. Ameridose, )  
LLC et al )  
3:13-cv-00941 Sharer et al v. Ameridose, )  
LLC et al )  
3:13-cv-00942 Johnson et al v. Ameridose, )  
LLC et al )  
3:13-cv-00943 Knight v. Ameridose, LLC )  
et al )  
3:13-cv-00951 Knihtila v. Ameridose, LLC )  
et al )  
3:13-cv-00952 Sellers et al v. Ameridose, )  
LLC et al )  
3:13-cv-00953 Barger et al v. Ameridose, )  
LLC et al )  
3:13-cv-00954 Lodowski et al v. )  
Ameridose, LLC et al )  
3:13-cv-00961 Skelton et al v. Ameridose, )  
LLC et al )  
3:13-cv-00962 Chambers et al v. )  
Ameridose, LLC et al )  
3:13-cv-00963 Hill et al v. Ameridose, )  
LLC et al )  
3:13-cv-00964 Mathias v. Ameridose, LLC )  
et al )  
3:13-cv-00965 Settle et al v. Ameridose, )  
LLC et al )  
3:13-cv-00966 Miller v. Ameridose, LLC )  
et al )  
3:13-cv-00967 Noble et al v. Ameridose, )  
LLC et al )  
3:13-cv-00968 Eggleston et al v. )  
Ameridose, LLC et al )  
3:13-cv-00969 Meeker et al v. Ameridose, )  
LLC et al )  
3:13-cv-00970 Scott et al v. Ameridose, )  
LLC et al )  
3:13-cv-00971 McCullouch et al v. )  
Ameridose, LLC et al )  
3:13-cv-00972 McKee et al v. Ameridose, )  
LLC et al )  
3:13-cv-00973 Kirby v. Ameridose, LLC et )  
al )  
3:13-cv-00975 Richards v. Ameridose, )  
LLC et al )

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<b>3:13-cv-00977 Youree et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00978 Koonce et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00979 Pelters et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00984 Besaw et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00985 Ferguson et al v.</b>	)
<b>Ameridose, LLC et al</b>	)
<b>3:13-cv-00986 Hurt et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00987 Wanta et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00988 Russell et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00989 Pruitt et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-00992 Young v. Ameridose, LLC</b>	)
<b>et al</b>	)
<b>3:13-cv-00993 Sullivan et al v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-01033 Barnard v. Ameridose,</b>	)
<b>LLC et al</b>	)
<b>3:13-cv-01032 Berry v. Ameridose, LLC et</b>	)
<b>al</b>	)

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#### **PLAINTIFFS' STEERING COMMITTEE'S FIRST SET OF INTERROGATORIES TO HOWELL ALLEN CLINIC**

The Plaintiffs' Steering Committee, pursuant to Federal Rules of Civil Procedure 26 & 33, respectfully propounds these Interrogatories to Howell Allen Clinic to be answered within the time prescribed by law.

#### **DEFINITIONS**

As used herein, the following terms mean:

"Saint Thomas Neurosurgical" means Saint Thomas Outpatient Neurosurgical Center, LLC.

"Howell Allen Clinic" means Howell Allen Clinic A Professional Corporation.

“You” or “your” refer to Howell Allen Clinic.

“NECC” means New England Compounding Pharmacy, Inc. d/b/a New England Compounding Center.

“MPA” means methylprednisolone acetate.

“Dr. Culclasure” means John Culclasure, M.D.

“Ms. Schamberg” means Debra Schamberg, R.N.

“St. Thomas Hospital” means Saint Thomas West Hospital, formerly known as St. Thomas Hospital.

#### INTERROGATORIES

1. Was Howell Allen Clinic, (including its agents, employees or representatives) involved in the decision to purchase medications from New England Compounding Pharmacy, Inc. d/b/a New England Compounding Center (“NECC”) for use at Saint Thomas Outpatient Neurosurgical Center, LLC (“Saint Thomas Neurosurgical”)? If so, identify each and every individual involved in the decision, and describe each and every step in the decision making process.

#### RESPONSE:

2. Has Howell Allen Clinic ever purchased medication from a compounding pharmacy from October 1, 2007 through October 1, 2012? If so, identify the name of the compounding pharmacy, the name of the medication(s) purchased, the reason for procuring the medication(s) from the compounding pharmacy, and the price per dose of each medication purchased.

#### RESPONSE:

3. Identify each communication (including fact-to-face, telephone, email, or other communications) between NECC (including its agents, employees or representatives) and Howell Allen Clinic (including its agents, employees or representatives). For each communication identified, please provide the following information:

- a) the names, job titles, and contact information for each person involved in the communication;
- b) the date, time, length, mode and location of each communication or discussion;
- c) whether any notes, memoranda, recordings, writings or other records were kept of any of those conversations or communications; and
- d) state as specifically as possible what each party to the communication or conversation said and state what actions Howell Allen Clinic took, if any, as a result of each communication or conversation.

RESPONSE:

4. In 2012, did Howell Allen Clinic pay any costs or expenses associated with Saint Thomas Neurosurgical? If so, please explain all details including dates, amounts and reasons.

RESPONSE:

5. Explain in detail all financial transactions that occurred between Howell Allen Clinic and Saint Thomas Neurosurgical in 2012, including dates, amounts and reasons.

RESPONSE:

6. Explain in detail all financial transactions that occurred between Howell Allen Clinic and Saint Thomas Network and/or Saint Thomas Health in 2012, including dates, amounts and reasons.

RESPONSE:

7. Please list every company, manufacturer, compounder or distributor from whom Howell Allen Clinic has ever purchased any steroid used in epidural steroid injections since October 1, 2007, and state the date of each purchase, the quantity ordered, and how much Howell Allen Clinic paid for each vial of injectable steroid.

RESPONSE:

8. Describe each and every action Howell Allen Clinic took to ensure that MPA injected into patients was safe and free from contaminants.

RESPONSE:

9. Describe in detail every gift, sample, incentive, promotion, thank you gift, and/or discount that Howell Allen Clinic (or anyone associated with it) ever received from NECC (including its agents, employees or representatives) or any wholesaler or distributor of any injectable steroid.

RESPONSE:

10. Identify each pharmacist and each person responsible for purchasing medication employed by Howell Allen Clinic during 2012. Please list by name and job title, and please state whether each such employee is still employed by the company. Please also give a general description of the duties of each such person.

RESPONSE:

11. Please identify every employee or member of Howell Allen Clinic who performed any duties or functions for Saint Thomas Neurosurgical during 2012, and for each such person, please state:

- a) the person's name, job title and contact information;
- b) a description of the duties or functions performed; and
- c) a statement of whether the person continues to be employed by or affiliated with either Howell Allen Clinic and/or Saint Thomas Neurosurgical.

RESPONSE:

12. Explain in detail Howell Allen Clinic's policies and procedures regarding the purchase of medications.

RESPONSE:

13. Please describe in detail all systems, policies and procedures used at Howell Allen Clinic in order to evaluate compounding pharmacies from which it purchases medications.

RESPONSE:

14. Please describe in detail (including names and dates) the extent to which anyone associated with Saint Thomas Neurosurgical consulted with any pharmacist regarding whether to purchase medications from NECC in particular or compounding pharmacies in general.

RESPONSE:

15. Please describe in detail (including names and dates) the extent to which anyone associated with Saint Thomas Neurosurgical consulted with any pharmacist regarding whether to send patient lists to NECC.

RESPONSE:

16. Does Howell Allen Clinic contend that any other person or entity was responsible for or caused the injuries and death that are the subject of this lawsuit? If so, identify each such person or entity and state the factual basis for a contention that any other person or entity was responsible for or caused the injuries and death forming the basis of this lawsuit.

RESPONSE:

17. State the full name, address, telephone number, job title and employer of each and every person believed by Howell Allen Clinic to have knowledge of facts regarding the claims asserted in this litigation, any defenses thereto, and/or any issues germane to this litigation. Please include any person believed to have knowledge of rebuttal or impeachment evidence, and for each person listed, please identify the subject matter of their knowledge and provide a brief description of their knowledge.

RESPONSE:

18. State the name and address of any expert witness who you expect to call at the trial of this cause, and for each and every such expert witness, please provide all information and material required by Fed. R. Civ. Pro. 26(a)(2)(B).

RESPONSE:

19. When and how did you (or your agents) become aware of the fungal meningitis outbreak?

RESPONSE:

20. When and how did you (or your agents) become aware that Saint Thomas Neurosurgical had received contaminated medication from NECC and how did you respond to that information?

RESPONSE:

21. What involvement, if any, did Howell Allen Clinic have in contacting patients after learning of the recent meningitis outbreak?

RESPONSE:

22. Please explain in detail all actions you took in order to preserve evidence in connection with the fungal meningitis outbreak.

RESPONSE:

23. Please identify by name, address and telephone number every pharmacist employed by Howell Allen Clinic since October 1, 2007, and for each such pharmacist, please state:

- a) a description of the duties or functions performed;
- b) whether the pharmacist ever consulted with or offered advice to Saint Thomas Neurosurgical (including its agents, employees or representatives);
- c) a description of any communications (written or verbal) between the pharmacist and Saint Thomas Neurosurgical (including its agents, employees or representatives) regarding compounded medications;
- d) a description of any communications (written or verbal) between the pharmacist and NECC (including its agents, employees or representatives) regarding compounded medications;

- e) a list of the professional organizations and trade associations of which the pharmacist is a member; and
- f) a statement of whether the person continues to be employed by or affiliated with Howell Allen Clinic.

RESPONSE:

24. Describe in complete detail the business structure of Howell Allen Clinic including but not limited to:

- a) provide the names and job title of each officer of Howell Allen Clinic;
- b) provide the name of each manager of Howell Allen Clinic;
- c) provide the name of each owner or member of Howell Allen Clinic;
- d) identify all contracts, agreements, cost-sharing arrangements, profit-sharing arrangements, and patient referral arrangement existing between or among Howell Allen Clinic and Saint Thomas Neurosurgical, St. Thomas Hospital, Saint Thomas Network, Saint Thomas Health and/or Saint Thomas Health Services;
- e) describe in detail all financial arrangements that presently exist or have previously existed between or among Howell Allen Clinic and Saint Thomas Neurosurgical, St. Thomas Hospital, Saint Thomas Network, Saint Thomas Health and/or Saint Thomas Health Services; and
- f) describe in detail how Howell Allen Clinic bills for procedures performed at Saint Thomas Neurosurgical.

RESPONSE:

25. Please explain how Howell Allen Clinic charged patients and/or their insurers for epidural steroid injections in 2012. Specifically, list the rate that Howell Allen Clinic charged the following payors for epidural steroid injections:

- a) Medicare;
- b) BlueCross BlueShield of Tennessee;
- c) United Healthcare;
- d) Tricare;
- e) Aetna;
- f) CIGNA;
- g) Humana;
- h) TennCare;
- i) uninsured patients; and
- j) patients paying out of pocket toward a deductible.

RESPONSE:

**Dated: October 9, 2013**

/s/ J. Gerard Stranch, IV

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Plaintiffs' Steering Committee

**CERTIFICATE OF SERVICE**

I, J. Gerard Stranch, IV, hereby certify that on the 9th day of October, 2013, the foregoing document was served via hand delivery (\*), electronic mail (\*\*), and/or U.S. Mail, postage prepaid, on the following counsel:

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\_\_\_\_\_  
J. Gerard Stranch, IV

VERIFICATION

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, swear or affirm that the answers to interrogatories contained above are true, complete and accurate. I also understand that it is my duty to promptly notify my attorney should I later learn that any of these answers are incomplete, inaccurate or misleading. I further certify that I have provided my attorneys with all documents requested.

By: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Notary Public

My Commission Expires: \_\_\_\_\_